

0100883 004

DONELAN, CLEARY, WOOD & MASER, P.C.

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RECORDATION NO. 11125-F
FILED 1425

December 8, 1995

DEC 8 1995 9:20 AM

INTERSTATE COMMERCE COMMISSION

Recordation No. 11125-F

Dear Mr. Williams:

On behalf of Helm Financial Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document not previously recorded entitled Amendment No. 1 ("Amendment"), dated as of October 17, 1995.

The parties to the enclosed Amendment are:

Helm Financial Corporation — LESSOR
Suite 3700
One Embarcadero Center
San Francisco, CA 94111

Farmland Industries, Inc. — LESSEE
3315 North Oak Trafficway
Kansas City, MO 64116

The said Amendment, among other things, acts to amend the Primary Term of the Equipment Lease filed under Recordation No. 11125 and should be recorded as "-F" under the same Recordation No. 11125.

The equipment covered by the instant amendment is the equipment covered in the Equipment Lease filed and recorded with the Interstate Commerce Commission under Recordation No. 11125, as supplemented.

RECEIVED
OFFICE OF THE
SECRETARY
DEC 8 9 17 AM '95
LICENSING BRANCH

Counterparts - D. H. Hanning

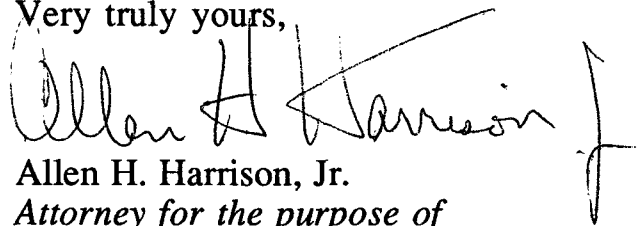
A short summary of the Amendment to appear in the ICC Index is as follows:

"Amendment of Primary Term of Lease"

Enclosed is a check in the amount of twenty one dollars (\$21.00) in payment of the filing fees.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen H. Harrison, Jr.", with a long horizontal flourish extending to the right.

Allen H. Harrison, Jr.
*Attorney for the purpose of
this filing for Helm Financial
Corporation*

The Honorable Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY-HAND

8360-020



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/8/95

Office Of The Secretary

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, P.C.
1100 New York Avenue, NW., Ste. 750
Washington, DC., 20005-3934

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/8/95 at 9:20AM, and assigned recordation number(s). 11125-F.

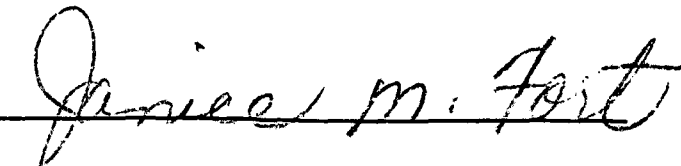
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)
(0100883004)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



11125-F
1995-10-25 AM

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to the Equipment Lease dated as of November 21, 1979, as supplemented (the "Lease"), between HELM FINANCIAL CORPORATION ("Lessor") and FARMLAND INDUSTRIES, INC. ("Lessee") is made as of October 17, 1995 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the ninety-seven (97), 100-ton, covered hopper railcars bearing the reporting mark and numbers FLIX 2600, 2602-2613, 2615-2645, 2647-2699 (collectively the "Equipment" and individually an "Item of Equipment") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to terminate the Lease early for the Equipment.
- C. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. The Primary Term of the Lease for the Equipment shall terminate on March 31, 1996 ("Termination Date"); provided, however, that all of Lessee's obligations under the Lease, including, without limitation, the obligations to pay rent and to insure the Equipment, shall continue in full force and effect and without abatement for each Item of Equipment until the date such Item of Equipment is accepted by Lessor at the Return Point (as defined in Section 13 of the Lease, as amended hereinbelow) and subsequently delivered to an interchange point on the lines of the Dakota, Minnesota & Eastern Railroad Corporation.
- 4. Section 13 of the Lease is hereby replaced by the following:

"13. RETURN OF EQUIPMENT UPON TERMINATION OF LEASE"

13.1. Prior to or on the Termination Date, Lessee shall, at its expense, deliver possession of each Item of Equipment to Lessor at a repair facility selected by Lessee ('Return Point'). Prior to returning any Item of Equipment to the Return Point, Lessee shall, at its expense, remove any Improvements not purchased by Lessor, pursuant to Section 8 hereof. Subject to Section 8, Lessee shall return each Item of Equipment to Lessor (i) in as good condition, order and repair as when delivered to Lessee, ordinary wear and tear

excepted and (ii) in condition suitable for movement in the interchange system in conformity with all applicable laws, rules and regulations including, but not limited to, the Interchange Rules. Lessor or Lessor's agent, shall inspect each Item of Equipment returned to the Return Point to determine the return condition of such Item of Equipment and Lessee shall be entitled to participate in such inspection. Lessor shall cause the remark of each Item of Equipment and Lessee shall pay all costs associated with such remark and with the reprogramming of the (Automatic Equipment Identification) AEI Tags to conform with such new railroad markings. Lessee shall also be responsible for all reasonable costs and expenses associated with the delivery an Item of Equipment from the Return Point to the nearest interchange point on the lines of the Dakota, Minnesota & Eastern Railroad Corporation ('DM&E').

13.2 For any Item of Equipment not returned to Lessor at the Return Point on the Termination Date, Lessee shall immediately commence to pay to Lessor in addition to the Fixed Rental (as liquidated damages for the loss of the benefit of its bargain and not as a penalty) a late fee in the amount of five dollars and sixty-six cents (\$5.66) per Item of Equipment per day until such Item of Equipment is delivered to the Return Point. Lessee shall bear all risk of damage or loss to such Item of Equipment or any third party liability connected with or related to such Item of Equipment and Lessee shall comply with all conditions, covenants and agreements of the Lease to the same extent as if the Lease were still in effect until such Item of Equipment is delivered to Lessor at the Return Point.

13.3. Notwithstanding anything herein or in any other statements or documents to the contrary, for each Item of Equipment set forth in Schedule A attached hereto and incorporated herein by reference, Lessee shall indemnify Lessor for any costs associated with the repair of any cracked or broken side sills in any Item of Equipment, as stated in the October 24, 1994 Association of American Railroads' Early Warning notice to Lessee, in an amount not to exceed seven hundred eighty five dollars (\$785.00) per Item of Equipment. With respect to each individual Item of Equipment, Lessee's indemnification obligation under this Section shall cease and terminate at the end of the ninetieth (90th) day following delivery of such Item of Equipment to an interchange point on the lines of the DM&E in accordance with Section 13.1 of the Lease, as amended.

13.4. The assembly, delivery, and transport of the Equipment as provided in this Section 13 are of the essence of this Lease, and upon application to any court of equity having jurisdiction over the Equipment, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of this Section.

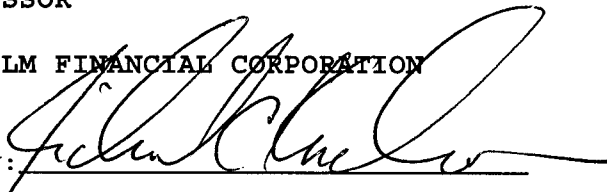
13.5. All amounts, except amounts which accrued or were earned prior to the Termination Date, received from third parties for the Equipment after the Termination Date shall belong to the Lessor and, if received by Lessee shall be promptly turned over to Lessor; provided, however, that amounts for Mileage, as defined in Section 17.4 hereof, shall be paid over to Lessee."

5. Section 18 of the Lease shall be deleted in its entirety and Lessee hereby agrees that it shall have no further rights thereunder.
6. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect as provided for in such Lease. Notwithstanding anything herein to the contrary, Lessee's indemnification obligations under Section 6 of the Lease shall survive the termination of the Lease to the extent provided for in the Lease.
7. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee each pursuant to due authority have caused this Amendment No. 1 dated as of October 17, 1995 to the Equipment Lease dated as of November 21, 1979, as supplemented, to be signed in their respective corporate names on the dates indicated below their signatures.

LESSOR

HELM FINANCIAL CORPORATION

By: 

Title: President

Date: November 30, 1995

LESSEE

FARMLAND INDUSTRIES, INC.

By: 

Title: F. E. Schroot
V. P. Transportation

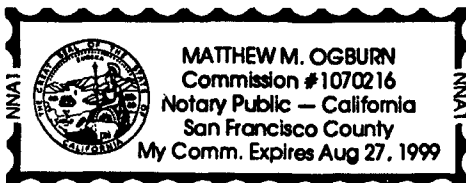
Date: December 4, 1995

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On November 30, 1995, before me, Matthew M. Ogburn, personally
appeared Richard C. Kirchner, President of **HELM FINANCIAL CORPORATION**,

— personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Matthew M. Ogburn
SIGNATURE OF THE NOTARY

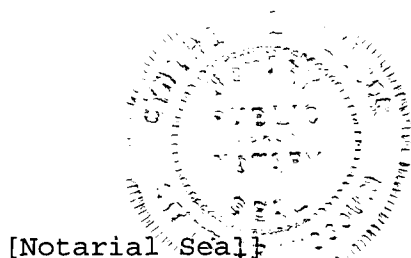
[Notarial Seal]

STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY JACKSON)

On DECEMBER 4th, 1995, before me, CYNTHIA L. WILSON, personally
appeared FREDERIC E. SCHRODT, V.P. TRANSPORTATION of **FARMLAND
INDUSTRIES, INC.**,

✓
— personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.



[Notarial Seal]

Witness my hand and official seal.

Cynthia L. Wilson
SIGNATURE OF THE NOTARY
CYNTHIA L. WILSON
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/03

**Schedule A to Amendment No. 1 to the Equipment Lease dated as of November 21, 1979
between Helm Financial Corporation and Farmland Industries, Inc.**

**TRUST 9 COVERED HOPPERS (Without Side Sill Fixes)
as of 11/29/95**

FLIX002600	FLIX002602	FLIX002610	FLIX002612
FLIX002617	FLIX002620	FLIX002621	FLIX002626
FLIX002628	FLIX002631	FLIX002632	FLIX002633
FLIX002634	FLIX002639	FLIX002640	FLIX002643
FLIX002645	FLIX002647	FLIX002649	FLIX002650
FLIX002655	FLIX002656	FLIX002657	FLIX002659
FLIX002661	FLIX002662	FLIX002663	FLIX002665
FLIX002667	FLIX002668	FLIX002671 *	FLIX002672
FLIX002674	FLIX002675	FLIX002677	FLIX002680
FLIX002682	FLIX002685	FLIX002689	FLIX002692
FLIX002694	FLIX002697	FLIX002698	

Total Cars - 43

* - Without Side Sill Fix on A end only